

resolved by entry of this Consent Decree.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

IT IS THEREFORE ORDERED:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of Civil Action No. G-07-cv-473. This Consent Decree constitutes a complete resolution of all claims that were made by the Commission against Defendant in this action. This Consent Decree constitutes the complete and exclusive agreement between the Parties with respect to the matters referred to herein. No representation or inducement to compromise this action have been made, other than those recited or referenced in this Consent Decree. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by the Parties to this Consent Decree and approved or ordered by the Court.

INJUNCTIVE RELIEF

2. Defendant shall not discriminate against any employee or applicant for employment because of his or her age, 40 years of age or older.

3. Defendant is enjoined from discriminating or retaliating in any manner against any individual because he or she has made a charge, testified, assisted, or participated in any manner in the investigation by the Commission or court proceeding in connection with this case.

4. In response to prospective employers of Sandra Macha, Mary Baker and Carolyn Loos, Defendant shall not provide any information other than their last job titles, last salaries, dates of hire and date of separation. Defendant shall not mention the manner of their separation, nor shall Defendant mention their EEOC charges, this lawsuit or its resolution. Defendant shall not mention

to any third party whether or not Macha, Baker or Loos is eligible for rehire with Defendant.

MONETARY RELIEF

5. Defendant agrees to pay Sandra Macha \$7,600. This payment will be made within ten (10) days from the entry of this Consent Decree or the individual's execution and delivery to Defendant of a standard release of claims, whichever is later. A copy of the check will be mailed to the EEOC within five (5) days after payment, from the entry of this Consent Decree or the individuals' standard release of claims, whichever is later at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7th Floor, Houston, Texas 77002.

6. Defendant agrees to pay Mary Baker \$7,200. This payment will be made within ten (10) days from the entry of this Consent Decree or the individual's execution and delivery to Defendant of a standard release of claims, whichever is later. A copy of the check will be mailed to the EEOC within five (5) days after payment, from the entry of this Consent Decree or the individuals' standard release of claims, whichever is later at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7th Floor, Houston, Texas 77002.

7. Defendant agrees to pay Carolyn Loos \$4,200. This payment will be made within ten (10) days from the entry of this Consent Decree or the individual's execution and delivery to Defendant of a standard release of claims, whichever is later. A copy of the check will be mailed to the EEOC within five (5) days after payment, from the entry of this Consent Decree or the individuals' standard release of claims, whichever is later at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7th Floor, Houston, Texas 77002.

TRAINING

8. Defendant shall provide live, in-person Equal Employment Opportunity ("EEO")

training to its managers, supervisors and other employees regarding employment discrimination, including, but not limited to the illegality of age discrimination. All participants shall be required to sign a registry upon completion of the training. The training shall be conducted within 90 days of the entry of this Decree, and shall be conducted annually at or near the anniversary of the first session.

9. The agenda, the teaching materials and the name and resume, of the trainer shall be submitted to the EEOC for approval prior to the training. The EEOC shall then have fourteen (14) business days from the date of receipt of the information to accept or reject the contents of the topic outline. In the event that EEOC does not approve Defendant's materials or trainer, Defendant shall have ten (10) business days to submit a revised outline and new trainer.

10. Following the training, Defendant shall notify the EEOC of the training by indicating when and where the training took place, the duration of the training, and the identity of the trainers and the attendees. A copy of the registry shall be submitted to the EEOC as part of Defendant's reporting obligations. Reports of the training shall be submitted to the EEOC no more than 14 days following the training. The notification or report shall be submitted to the EEOC at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7th Floor, Houston, Texas 77002.

POSTING REQUIREMENT

11. Within fourteen (14) business days after entry of this Decree, Defendant shall post copies of the Notice attached as Exhibit "A" to this Decree at all its facilities in conspicuous locations easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Decree. Defendant shall ensure that the postings are not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within

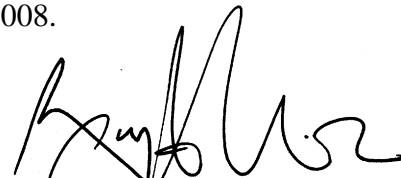
Fourteen (14) business days after enter of the Decree that the Notices have been properly posted. Defendant shall permit a representative of EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

12. Defendant shall report compliance with the terms of this Decree once every six months from the entry of the Decree. The notification or report shall be submitted to the EEOC at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7th Floor, Houston, Texas 77002.

13. The EEOC and Defendant shall bear their own costs and attorney's fees.

14. This Consent Decree shall remain in effect for two years from its entry.

SIGNED at Houston, Texas on August 26, 2008.



Gray H. Miller
United States District Judge

TO ENSURE PROPER NOTICE, EACH PARTY RECEIVING THIS ORDER SHALL
FORWARD IT TO EVERY OTHER PARTY AND AFFECTED NONPARTY

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.